

If your answer to Question 10 for any Plaintiff is "Yes," then answer the following question. Otherwise, do not answer the following question.

Question 11:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Plaintiffs for their damages, if any, that were proximately caused by such conduct?

Consider the following elements of damages, if any, and none other.

Answer separately in dollars and cents, if any, for each of the following:

- a. The Plaintiffs economic damages.
- b. The Plaintiffs mental anguish, if any, sustained in the past.

You are instructed that each Plaintiff's economic damages are the amount that Plaintiff invested and lost, if any.

You are instructed that you may not consider amounts a Plaintiff invested and lost based on conduct that occurred before June 26, 1994, unless, with regards to such amounts, the Plaintiff did not know and should not have known until after June 26, 1994 of facts that in the exercise of reasonable diligence would have led to the discovery of the wrongful act.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in any answers to an issue because of your answers to any other issues about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Do not include in your answer any amount that you find a Plaintiff could have avoided by the exercise of reasonable care.

JOE - No vote

ANSWER IN DOLLARS AND CENTS FOR EACH OF THE FOLLOWING:

Roderick Adderley	Economic Damages	<u>75,837.<sup>00</sup></u>	Mental Anguish	<u>0</u>
Jim Allison	Economic Damages	<u>0</u>	Mental Anguish	<u>6</u>
Hilda Banta	Economic Damages	<u>190,229.<sup>00</sup></u>	Mental Anguish	<u>0</u>

Sadye Millie Barbee,  
Individually and as  
Trustee of the  
Sadye M. Bridges  
Barbee Revocable

Living Trust	Economic Damages <u>16,473.<sup>00</sup></u>	Mental Anguish <u>0</u>
Ray Bissell	Economic Damages <u>229,548.<sup>00</sup></u>	Mental Anguish <u>0</u>
Diana Boyd	Economic Damages <u>102,849.<sup>00</sup></u>	Mental Anguish <u>0</u>
Dorothy Claunch	Economic Damages <u>7,000.</u>	Mental Anguish <u>0</u>
Clarence Davis	Economic Damages <u>82,161.</u>	Mental Anguish <u>0</u>
Hercules Echols	Economic Damages <u>37,945.</u>	Mental Anguish <u>0</u>
Gary Farish	Economic Damages <u>94,737.</u>	Mental Anguish <u>0</u>
Martin Hardin	Economic Damages <u>180,685.</u>	Mental Anguish <u>0</u>
Patsy Hardin	Economic Damages <u>24,121.</u>	Mental Anguish <u>0</u>
Willie Harris, Individually and On Behalf of the Estate of Bennie Harris	Economic Damages <u>35,013.</u>	Mental Anguish <u>0</u>
James E. Hill	Economic Damages <u>39,524.</u>	Mental Anguish <u>0</u>
Walter Kaufmann	Economic Damages <u>23,587.</u>	Mental Anguish <u>0</u>
Glenda Evatt Kaufmann	Economic Damages <u>—</u>	Mental Anguish <u>0</u>
Bill Keith	Economic Damages <u>—</u>	Mental Anguish <u>0</u>
Galya Keith	Economic Damages <u>—</u>	Mental Anguish <u>0</u>
Essie Lacy, Individually and On Behalf of the Estate of Swarn Lacy, Jr.	Economic Damages <u>138,528.</u>	Mental Anguish <u>0</u>
Jack R. Mann	Economic Damages <u>46,852.</u>	Mental Anguish <u>0</u>
Manuel Marin	Economic Damages <u>51,785.</u>	Mental Anguish <u>0</u>
Arthur McDonald	Economic Damages <u>86,664.</u>	Mental Anguish <u>0</u>

Marjorie McDonald	Economic Damages	<u>51,710.</u>	Mental Anguish	<u>0</u>
W. C. McGee	Economic Damages	<u>97,941.</u>	Mental Anguish	<u>0</u>
Don Mobley	Economic Damages	<u>—</u>	Mental Anguish	<u>0</u>
Mary K. Parham	Economic Damages	<u>14,892.<sup>00</sup></u>	Mental Anguish	<u>0</u>
Buck Pigg	Economic Damages	<u>99,239.</u>	Mental Anguish	<u>0</u>
Joann Russell	Economic Damages	<u>127,255.<sup>00</sup></u>	Mental Anguish	<u>0</u>
Camille Sanders, Individually and as Independent Executrix of the Estate of Fred Sanders	Economic Damages	<u>106,844.</u>	Mental Anguish	<u>0</u>
Norman G. Watson	Economic Damages	<u>179,987.</u>	Mental Anguish	<u>0</u>
Joe D. Willcox, Jr., Individually and as Independent Executor of the Estate of Kenneth R. Willcox	Economic Damages	<u>51,288.</u>	Mental Anguish	<u>0</u>



If you have answered Question 10 "YES" as to any Plaintiff, answer the following question. Otherwise, do not answer the following question.

Question 12:

Do you find by clear and convincing evidence that the harm to each of the following Plaintiffs resulted from malice of Sterling Trust Company, if any?

"Clear and convincing evidence" means the measure of the degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

"Malice" means:

- (a) a specific intent by Sterling Trust Company to cause substantial injury to the following Plaintiffs; or
- (b) an act or omission by Sterling Trust Company,
  - (i) which, when viewed objectively from the standpoint of Sterling Trust Company at the time of its occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and
  - (ii) of which Sterling Trust Company had actual, subjective awareness of the risk involved, but nevertheless, proceeded with conscious indifference to the rights, safety, or welfare of others.

You may find malice based on the acts of a principal or its agent. However, the principal is only bound, for the purposes of malice, by the acts of an agent if:

- (a) the principal authorized the doing and the manner of the act, or
- (b) the agent was unfit and the principal was reckless in employing him, or
- (c) the principal or manager of the principal ratified or approved the act.

ANSWER "YES" OR "NO" AS TO EACH PLAINTIFF:

Roderick Adderley

Yes

Jim Allison

Yes

Hilda Banta

Yes

SHANNON AND  
~~JOE~~ - NO VOTE  
JOE

## Question 13:

Did the following Defendants commit fraud against the following plaintiffs?

Fraud occurs when—

- a. A Defendant conceals or fails to disclose a material fact within the knowledge of that Defendant,
- b. the Defendant knows that the Plaintiff is ignorant of the fact and does not have an equal opportunity to discover the truth,
- c. the Defendant intends to induce the Plaintiff to take some action by concealing or failing to disclose the fact, and
- d. the Plaintiff suffers injury as a result of acting without knowledge of the undisclosed fact.

UNANIMOUS

For each Plaintiff, answer "YES" or "NO" as to each of the Defendants listed below:

Roderick Adderley	Sterling Trust Company <u>NO</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Jim Allison	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Hilda Banta	Sterling Trust Company <u>NO</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Sadye Millie Barbee, Individually and as Trustee of the Sadye M. Bridges Barbee Revocable Living Trust	Sterling Trust Company <u>NO</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Ray Bissell	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Diana K. Boyd	Sterling Trust Company <u>NO</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Dorothy Claunch	Sterling Trust Company <u>NO</u>	Norman Cornelius <u>Yes</u>



	Sunpoint Securities, Inc. <u>Yes</u>	Van Lewis <u>Yes</u>
Clarence Davis	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Hercules Echols	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Gary Farish	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Martin Hardin	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Patsy Hardin	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Willie Harris, Individually and On Behalf of the Estate of Bennie Harris	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
James E. Hill	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Walter Kaufmann	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Glenda Evatt Kaufmann	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u>
Bill Keith	Sterling Trust Company <u>No</u> Sunpoint Securities, Inc. <u>Yes</u> Larry Tyler <u>Yes</u>	Norman Cornelius <u>Yes</u> Van Lewis <u>Yes</u> Advanced Financial Services, Inc. <u>Yes</u>

Galya Keith

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes  
 Larry Tyler Yes Advanced Financial Services, Inc. Yes

Essie Lacy, Individually and  
 On Behalf of the Estate  
 of Swarn Lacy, Jr.

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

Jack R. Mann

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

Manuel Marin

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

Arthur McDonald

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

Marjorie McDonald

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

W. C. McGee

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

Don Mobley

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

Mary K. Parham

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

Buck Pigg

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

Joann Russell

Sterling Trust Company No Norman Cornelius Yes  
 Sunpoint Securities, Inc. Yes Van Lewis Yes

If you found in Question 13 that Norman Cornelius defrauded any Plaintiff, then answer the following question. Otherwise, do not answer the following question.

Question 14:

When Norman Cornelius committed the conduct that you found in Question 13, was Norman Cornelius acting on behalf of Sterling Trust Company?

INSTRUCTION:

To find that Norman Cornelius was acting on behalf of Sterling Trust Company when he committed the conduct that you found in Question 13, you must find that Norman Cornelius acted with Sterling Trust Company's authority or apparent authority.

ANSWER "YES" OR "NO" AS TO EACH PLAINTIFF:

*UNANIMOUS*

Roderick Adderley

No

Jim Allison

No

Hilda Banta

No

Sadye Millie Barbee, Individually  
and as Trustee of the Sadye M. Bridges  
Barbee Revocable Living Trust

No

Ray Bissell

No

Diana Boyd

No

Dorothy Claunch

No

Clarence Davis

No

Hercules Echols

No



If you found in Question 13 that any Defendant committed fraud, then answer the following question. Otherwise, do not answer the following question.

Question 15:

Determine the percentage of responsibility attributable to each of the following persons or entities for the conduct you found in Question 13.

You should only assign percentages to the persons or entities you find caused the harm for which the Plaintiffs seek to recover damages for fraud. The percentages you find must total 100 percent. The percentages must be expressed in whole numbers. The responsibility attributable to any one named below is not necessarily measured by the number of acts or omissions found.

Roderick Adderley	Sterling Trust Company <u>25</u> % Sunpoint Securities, Inc. <u>10</u> %	Norman Cornelius <u>50</u> % Van Lewis <u>15</u> %
Jim Allison	Sterling Trust Company <u>25</u> % Sunpoint Securities, Inc. <u>10</u> %	Norman Cornelius <u>50</u> % Van Lewis <u>15</u> %
Hilda Banta	Sterling Trust Company <u>25</u> % Sunpoint Securities, Inc. <u>10</u> %	Norman Cornelius <u>50</u> % Van Lewis <u>15</u> %
Sadye Millie Barbee, Individually and as Trustee of the Sadye M. Bridges Barbee Revocable Living Trust	Sterling Trust Company <u>25</u> % Sunpoint Securities, Inc. <u>10</u> %	Norman Cornelius <u>50</u> % Van Lewis <u>15</u> %
Ray Bissell	Sterling Trust Company <u>25</u> % Sunpoint Securities, Inc. <u>10</u> %	Norman Cornelius <u>50</u> % Van Lewis <u>15</u> %
Diana K. Boyd	Sterling Trust Company <u>25</u> % Sunpoint Securities, Inc. <u>10</u> %	Norman Cornelius <u>50</u> % Van Lewis <u>15</u> %
Dorothy Claunch	Sterling Trust Company <u>25</u> % Sunpoint Securities, Inc. <u>10</u> %	Norman Cornelius <u>50</u> % Van Lewis <u>15</u> %

Clarence Davis	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
Hercules Echols	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
Gary Farish	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
Martin Hardin	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
Patsy Hardin	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
Willie Harris, Individually and On Behalf of the Estate of Bennie Harris	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
James E. Hill	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
Walter Kaufmann	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
Glenda Kaufmann	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>50</u> %
	Sunpoint Securities, Inc. <u>10</u> %	Van Lewis <u>15</u> %
Bill Keith	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>30</u> %
	Sunpoint Securities, Inc. <u>4</u> %	Van Lewis <u>15</u> %
Larry Tyler <u>20</u> %	Advanced Financial Services, Inc. <u>6</u> %	
Galya Keith	Sterling Trust Company <u>25</u> %	Norman Cornelius <u>30</u> %
	Sunpoint Securities, Inc. <u>4</u> %	Van Lewis <u>15</u> %



Larry Tyler 20 %      Advanced Financial Services, Inc. 6 %

Essie Lacy, Individually and  
On Behalf of the Estate  
of Swamp Lacy, Jr.

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Jack R. Mann

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Manuel Marin

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Margaret Marin

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Arthur McDonald

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Marjorie McDonald

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

W. C. McGee

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Don Mobley

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Mary K. Parham

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Buck Pigg

Sterling Trust Company 25 %      Norman Cornelius 50 %  
Sunpoint Securities, Inc. 10 %      Van Lewis 15 %

Joann Russell

Sterling Trust Company 25 %      Norman Cornelius 50 %



If your answer to Question 13 or Question 14 is "Yes," then answer the following question. Otherwise, do not answer the following question.

Question 16:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Plaintiffs for their damages, if any, that were proximately caused by such fraud?

Consider the following elements of damages, if any, and none other.

Answer separately in dollars and cents, if any, for each of the following:

- a. The Plaintiff's economic damages.
- b. The Plaintiff's mental anguish, if any, sustained in the past.

You are instructed that each Plaintiff's economic damages are the amount that Plaintiff invested and lost, if any.

You are instructed that you may not consider amounts a Plaintiff invested and lost based on conduct that occurred before June 26, 1994, unless, with regards to such amounts, the Plaintiff did not know and should not have known until after June 26, 1994 of facts that in the exercise of reasonable diligence would have led to the discovery of the wrongful act.

In answering questions about damages, answer each question separately. Do not increase or reduce the amount in any answers to an issue because of your answers to any other issues about damages. Do not speculate about what any party's ultimate recovery may or may not be. Any recovery will be determined by the court when it applies the law to your answers at the time of judgment. Do not add any amount for interest on damages, if any.

Do not include in your answer any amount that you find a Plaintiff could have avoided by the exercise of reasonable care.

*NO - JOE + SHANNON*

**ANSWER IN DOLLARS AND CENTS FOR EACH OF THE FOLLOWING:**

Roderick Adderley	Economic Damages	<u>75,837</u>	Mental Anguish	<u>0</u>
Jim Allison	Economic Damages	<u>102,274</u>	Mental Anguish	<u>0</u>
Hilda Banta	Economic Damages	<u>190,229</u>	Mental Anguish	<u>0</u>

Sadye Millie Barbee,  
Individually and as  
Trustee of the  
Sadye M. Bridges  
Barbee Revocable

Living Trust	Economic Damages <u>373,805</u>	Mental Anguish <u>0</u>
Ray Bissell	Economic Damages <u>287,557</u>	Mental Anguish <u>0</u>
Diana Boyd	Economic Damages <u>139,874</u>	Mental Anguish <u>0</u>
Dorothy Claunch	Economic Damages <u>7,000</u>	Mental Anguish <u>0</u>
Clarence Davis	Economic Damages <u>82,161</u>	Mental Anguish <u>0</u>
Hercules Echols	Economic Damages <u>37,945</u>	Mental Anguish <u>0</u>
Gary Farish	Economic Damages <u>94,737</u>	Mental Anguish <u>0</u>
Martin Hardin	Economic Damages <u>180,685.<sup>00</sup></u>	Mental Anguish <u>0</u>
Patsy Hardin	Economic Damages <u>24,121.</u>	Mental Anguish <u>0</u>
Willie Harris, Individually and On Behalf of the Estate of Bennie Harris	Economic Damages <u>43,429</u>	Mental Anguish <u>0</u>
James E. Hill	Economic Damages <u>55,333</u>	Mental Anguish <u>0</u>
Walter Kaufmann	Economic Damages <u>70,762</u>	Mental Anguish <u>0</u>
Glenda Evatt Kaufmann	Economic Damages <u>—</u>	Mental Anguish <u>0</u>
Bill Keith	Economic Damages <u>69,290</u>	Mental Anguish <u>0</u>
Galya Keith	Economic Damages <u>—</u>	Mental Anguish <u>0</u>
Essie Lacy, Individually and On Behalf of the Estate of Swarn Lacy, Jr.	Economic Damages <u>138,528</u>	Mental Anguish <u>0</u>
Jack R. Mann	Economic Damages <u>46,852.</u>	Mental Anguish <u>0</u>
Manuel Marin	Economic Damages <u>51,785.</u>	Mental Anguish <u>0</u>
Arthur McDonald	Economic Damages <u>86,664.</u>	Mental Anguish <u>0</u>

Marjorie McDonald	Economic Damages	<u>51,710.</u>	Mental Anguish	<u>0</u>
W. C. McGee	Economic Damages	<u>97,941.</u>	Mental Anguish	<u>0</u>
Don Mobley	Economic Damages	<u>37,160.</u>	Mental Anguish	<u>0</u>
Mary K. Parham	Economic Damages	<u>96,051.</u>	Mental Anguish	<u>0</u>
Buck Pigg	Economic Damages	<u>99,239.</u>	Mental Anguish	<u>0</u>
Joann Russell	Economic Damages	<u>203,455.</u>	Mental Anguish	<u>0</u>
Camille Sanders, Individually and as Independent Executrix of the Estate of Fred Sanders	Economic Damages	<u>468,493.<sup>00</sup></u>	Mental Anguish	<u>0</u>
Norman G. Watson	Economic Damages	<u>179,987.</u>	Mental Anguish	<u>0</u>
Joe D. Willcox, Jr., Individually and as Independent Executor of the Estate of Kenneth R. Willcox	Economic Damages	<u>152,469.</u>	Mental Anguish	<u>0</u>



If you have answered "YES" to Question 13 or Question 14 as to any Plaintiff, then answer the following question. Otherwise, do not answer the following question.

Question 17:

Do you find by clear and convincing evidence that the harm to the Plaintiffs resulted from fraud, if any, on the part of Sterling Trust Company?

"Clear and convincing evidence" means the measure or degree of proof that produces a firm belief or conviction of the truth of the allegations sought to be established.

You may find fraud based on the acts of a principal or its agent. However, the principal is only bound, for the purposes of fraud, by the acts of an agent if:

- (a) the principal authorized the doing and the manner of the act, or
- (b) the agent was unfit and the principal was reckless in employing him, or
- (c) the principal or manager of the principal ratified or approved the act.

ANSWER "YES" OR "NO" AS TO EACH PLAINTIFF: *UNANIMOUS*

Roderick Adderley *No*

Jim Allison *No*

Hilda Banta *No*

Sadye Millie Barbee, Individually  
and as Trustee of the Sadye M. Bridges  
Barbee Revocable Living Trust *No*

Ray Bissell *No*

Diana Boyd *No*

Dorothy Claunch *No*

Question 18:

Did Sterling Trust Company secure the execution of a document by deception and was the value of the property affected \$1,500.00 or more?

"Securing the execution of a document by deception" occurs when a person causes another person to sign any document affecting property, and does so by deception, with the intent to defraud or harm any person.

A person acts with intent with respect to the nature of his conduct or to a result of his conduct when it is the conscious objective or desire to engage in the conduct or cause the result.

*See* *not* "Deception" means creating or confirming by words or conduct a false impression of law or fact ~~this~~ is likely to affect the judgment of another in the transaction, and that the actor does not believe to be true.

"Property" means: (a) real property; (b) tangible or intangible personal property, including anything severed from land; or (c) a document, including money, that represents or embodies anything of value.

You may answer "yes" only if an employee of Sterling Trust secured the execution of such a document by deception and:

- a. Sterling Trust authorized the doing and the manner of such act of an employee, or
- b. the employee was employed in a managerial capacity and was acting in the scope of employment.

An "employee" is a person in the service of another with the understanding, express or implied, that such other person has the right to direct the details of the work and not merely the result to be accomplished.

*unanimous*

Answer "YES" or "NO."

Answer: No

Question 19:

Did Sterling Trust Company intentionally misapply fiduciary property in a manner that involved substantial risk of loss to plaintiffs and was the value of the property \$1,500 or greater?

"Misapply" means a person deals with property contrary to an agreement under which the person holds the property .

"Substantial risk of loss" means it is more likely than not that loss will occur.

A person acts with intent with respect to the nature of his conduct or to a result of his conduct when it is the conscious objective or desire to engage in the conduct or cause the result.

You may answer "yes" only if an employee of Sterling Trust secured the execution of such a document by deception and:

- a. Sterling Trust authorized the doing and the manner of such act of an employee, or
- b. the employee was employed in a managerial capacity and was acting in the scope of employment.

An "employee" is a person in the service of another with the understanding, express or implied, that such other person has the right to direct the details of the work and not merely the result to be accomplished.

Answer "Yes" or "No."

Answer: No

*unanimous*



Question 20:

Did the Plaintiffs waive the right to assert claims against Sterling Trust?

INSTRUCTION:

You are instructed that Plaintiffs waived their right to assert their claims against Sterling Trust Company if they intentionally surrendered a known right or engaged in intentional conduct inconsistent with claiming the right.

*Unanimous*

ANSWER "YES" OR "NO" FOR EACH PLAINTIFF:

Roderick Adderley

No

Jim Allison

No

Vicki Allison

No

Hilda Banta

No

Sadye Millie Barbee, Individually  
and as Trustee of the Sadye M. Bridges  
Barbee Revocable Living Trust

No

Ray Bissell

No

Barbara Bissell

No

Diana K. Boyd

No

George Emory Bridges

No

Margaret Maness Bridges, Individually  
and On Behalf of the Estate of  
J. T. Maness

No

Question 21:

Are the Plaintiffs estopped to assert claims against Sterling Trust?

INSTRUCTION:

You are instructed that a Plaintiff is estopped to assert his or her claims against Sterling Trust if the Plaintiff made a representation to Sterling Trust and Sterling Trust justifiably and reasonably relied on that representation to its detriment to such an extent that it would be unfair to allow Plaintiff to assert his or her claim.

ANSWER "YES" OR "NO" FOR EACH PLAINTIFF:

Roderick Adderley

No

UNANIMOUS

Jim Allison

No

Vicki Allison

No

Hilda Banta

No

Sadye Millie Barbee, Individually  
and as Trustee of the Sadye M. Bridges  
Barbee Revocable Living Trust

No

Ray Bissell

No

Barbara Bissell

No

Diana K. Boyd

No

George Emory Bridges

No

Margaret Maness Bridges, Individually  
and On Behalf of the Estate of  
J. T. Maness

No

After you retire to the jury room, you will select your own presiding juror. ~~The first thing the presiding juror will do is to have this complete charge read aloud and then you will deliberate upon your answers to the questions asked.~~ 66

It is the duty of the presiding juror—

1. to preside during your deliberations,
2. to see that your deliberations are conducted in an orderly manner and in accordance with the instructions in this charge,
3. to write out and hand to the bailiff any communications concerning the case that you desire to have delivered to the judge,
4. to vote on the questions,
5. to write your answers to the questions in the spaces provided, and
6. to certify to your verdict in the space provided for the presiding juror's signature or to obtain the signatures of all the jurors who agree with the verdict if your verdict is less than unanimous.

You should not discuss the case with anyone, not even with other members of the jury, unless all of you are present and assembled in the jury room. Should anyone attempt to talk to you about the case before the verdict is returned, whether at the courthouse, at your home, or elsewhere, please inform the judge of this fact.

When you have answered all the questions you are required to answer under the instructions of the judge and your presiding juror has placed your answers in the spaces provided and signed the verdict as presiding juror or obtained the signatures, you will inform the bailiff at the door of the jury room that you have reached a verdict, and then you will return into court with your verdict.

  
JUDGE PRESIDING



CERTIFICATE

We, the jury, have answered the above and foregoing questions as herein indicated, and herewith return same into court as our verdict.

(To be signed by the presiding juror if unanimous.)

PRESIDING JUROR

(To be signed by those rendering the verdict if not unanimous.)

Larry W. Pettit  
[Signature]  
Kathleen C. Stanek  
Linda Saudree  
Kenneth W. Smith  
Effie Junior Grant

Melanie Woodard-Lindsey  
John Edwin Smith  
Jim Brazell  
Dwight Jones  
M. Delashier

ORIGINAL

No. 236-169214-97

Roderick Adderley, Individually and On Behalf of \*  
the Estate of Elsie Westmoreland; Jim and Vicki \*  
Allison; Hilda Banta; Sadye Millie Barbee, \*  
Individually and as Trustee of the \*  
Sadye M. Bridges Barbee Revocable Living Trust; \*  
Ray and Barbara Bissell; Diana Boyd; \*  
Margaret Maness Bridges, Individually and On \*  
Behalf of the Estate of J. T. Maness; \*  
George Emory Bridges; Dorothy Claunch; \*  
Clarence and Iva Davis; Carol Ann and Charles \*  
Denson, Sr.; Patsy and Raymond Dixon; \*  
Hercules and Ruby Echols; Gary Farish; \*  
Martin and Patsy Hardin; Nancy Harris; \*  
Willie Harris, Individually and On Behalf of the \*  
Estate of Bennie Harris; James E. and Ina Dell \*  
Hill; Maxine Jackson; Nancy Kaufmann; Walter \*  
and Glenda Kaufmann; Bill and Galya Keith; \*  
Essie Lacy, Individually and on behalf of the \*  
Estate of Swarn Lacy, Jr.; Joe Langdon; \*  
Manuel and Margaret Marin; Gary and Winifred \*  
McDermott; Marjorie and Arthur McDonald; \*  
W. C. and Rose Mary McGee; H. L. and Janis \*  
Merrill; H. L. Merrill & Son Construction Co., \*  
Inc.; Don and Edith Mobley; Mary K. Parham; \*  
Buck and Martha Pigg; Gene W. Preston, as \*  
Independent Executor of the Estate of Gladyce P. \*  
Acers; Jaquitta M. Putman; Joann Russell; \*  
Camille Sanders, Individually and as Independent \*  
Executrix of the Estate of Fred Sanders; \*  
Rolland Sanders; Norman G. and Eileen Watson; \*  
Donna Whittenton; Joe D. Willcox, Jr., \*  
Individually and as Independent Executor of the \*  
Estate of Kenneth R. Willcox. \*

VS. \*

Advanced Financial Services, Inc.; Norman Greg \*  
Cornelius; Douglas Gilliland; Bobby L. Hoover; \*  
Van Lewis, III; Sterling Trust Co.; Sunpoint \*  
Securities, Inc.; The Triwest Group, Inc.; Triwest \*  
Enterprises, Inc.; and Larry Tyler. \*

IN THE DISTRICT COURT

OF TARRANT COUNTY, TEXAS

236<sup>TH</sup> JUDICIAL DISTRICT

CHARGE OF THE COURT

## QUESTION 1:

What sum of money, if any, if paid now in cash, should be assessed against Sterling Trust Company and awarded to each Plaintiff listed below as exemplary damages, if any, for the conduct of Sterling Trust Company you found to be malicious in Question 12 of the Court's Charge from the first phase of the trial?

"Exemplary damages" means an amount that you may in your discretion award as a penalty or by way of punishment.

Factors to consider in awarding exemplary damages, if any, are —

- a. The nature of the wrong.
- b. The character of the conduct involved.
- c. The degree of culpability of Sterling Trust Company.
- d. The situation and sensibilities of the parties involved.
- e. The extent to which such conduct offends a public sense of justice and propriety.
- f. The net worth of Sterling Trust Company.

In answering this question, you may consider only the conduct of Sterling Trust Company.

Answer in dollars and cents, if any, for each Plaintiff:

Roderick Adderley	\$ <u>8064.50</u>
Jim Allison	\$ <u>8064.50</u>
Hilda Banta	\$ <u>8064.50</u>
Sadye Millie Barbee, Individually and as Trustee of the Sadye M. Bridges Barbee Revocable Living Trust	\$ <u>8064.50</u>
Ray Bissell	\$ <u>8064.50</u>
Diana K. Boyd	\$ <u>8064.50</u>
Dorothy Claunch	\$ <u>8064.50</u>
Clarence Davis	\$ <u>8064.50</u>
Hercules Echols	\$ <u>8064.50</u>
Gary Farish	\$ <u>8064.50</u>
Martin Hardin	\$ <u>8064.50</u>
Patsy Hardin	\$ <u>8064.50</u>



Willie Harris, Individually  
and On Behalf of the  
Estate of Bennie Harris  
James E. Hill

\$ 8064.<sup>50</sup>  
\$ 8064.<sup>50</sup>

Walter Kaufmann

\$ 8064.<sup>50</sup>

Glenda Kaufmann

\$ 8064.<sup>50</sup>

Bill Keith

\$ 8064.<sup>50</sup>

Galya Keith

\$ 8064.<sup>50</sup>

Essie Lacy, Individually  
and On Behalf of the  
Estate of Swarn Lacy, Jr.

\$ 8064.<sup>50</sup>

Jack R. Mann

\$ 8064.<sup>50</sup>

Manuel Marin

\$ 8064.<sup>50</sup>

Arthur McDonald

\$ 8064.<sup>50</sup>

Marjorie McDonald

\$ 8064.<sup>50</sup>

W. C. McGee

\$ 8064.<sup>50</sup>

Don Mobley

\$ 8064.<sup>50</sup>

Mary K. Parham

\$ 8064.<sup>50</sup>

Buck Pigg

\$ 8064.<sup>50</sup>

Joann Russell

\$ 8064.<sup>50</sup>

Camille Sanders, Individually  
and as Independent Executrix  
of the Estate of Fred Sanders

\$ 8064.<sup>50</sup>

Norman G. Watson

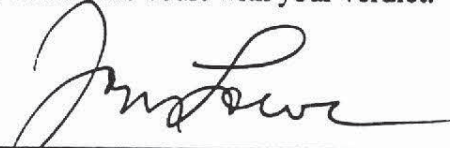
\$ 8064.<sup>50</sup>

Joe D. Willcox, Jr., Individually  
and as Independent Executor of the  
Estate of Kenneth R. Willcox

\$ 8064.<sup>50</sup>

You should not discuss the case with anyone, not even with other members of the jury, unless all of you are present and assembled in the jury room. Should anyone attempt to talk to you about the case before the verdict is returned, whether at the courthouse, at your home, or elsewhere, please inform the judge of this fact.

When you have answered all the questions you are required to answer under the instructions of the judge and your presiding juror has placed your answers in the spaces provided and signed the verdict as presiding juror or obtained the signatures, you will inform the bailiff at the door of the jury room that you have reached a verdict, and then you will return into court with your verdict.

  
\_\_\_\_\_  
JUDGE PRESIDING

CERTIFICATE

We, the jury, have answered the above and foregoing question as herein indicated, and herewith return same into court as our verdict.

(To be signed by the presiding juror if unanimous.)

PRESIDING JUROR

(To be signed by those rendering the verdict if not unanimous.)

Garry W. Pettit  
Kathleen C. Stanek  
R. J. Dunning  
J. M. DeBusher  
Kenneth W. Smith  
Melanie Woodard-Lindsey

Lynnda Lander  
E. J. Grant  
John E. Smith  
Dwight Jones  
Timothy Hall